

SDMS US EPA REGION V -1

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Eagle Marine Industries, Inc.

SUITE 1725 • 200 NORTH BROADWAY • ST. LOUIS, MISSOURI 63102-2716 • 314/421-1153

January 30, 1997

Mr. Tom Martin
Regional Counsel
United States Environmental Protection Agency
77 West Jackson Boulevard
C-29A
Chicago, Illinois 60604

Re: Sauget Landfill Centerville Township
St. Clair County, Illinois

Dear Mr. Martin:

Enclosed is a copy of our recent letter to Mr. Ken Mensing, who is in the Collinsville, Illinois Regional Office of the Illinois Environmental Protection Agency. As indicated in the letter, we would appreciate your agency's comments regarding our proposed project to place final cover on the Sauget Landfill.

Thank you for your assistance.

Very truly yours,


Richard D. Burke
President

Enclosure
RDB:des

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Eagle Marine Industries, Inc.

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January 29, 1997

Mr. Ken Mensing
Illinois Environmental Protection Agency
2009 Mall Street
Collinsville, Illinois 62234

RE: Sauget Landfill
Centerville Township
St. Clair County, Illinois

Dear Ken:

In November 1996, we discussed the possibility of Eagle Marine Industries, Inc. agreeing to provide final cover on the Sauget Municipal landfill located on our property. The basis for our interest was to try to bring closure to the ongoing dispute over final cover issues between the Illinois Environmental Protection Agency, and Paul Sauget and Sauget and Company (see enclosed stipulation agreement).

Pursuant to the Environmental Protection Act 415ILCS5/1 et seq section 3.78 our plan was to fill the old Sauget landfill with clean construction or demolition debris and provide a final layer of quarry rock. After filling the area our company would use the area for outside ground storage in conjunction with our barge terminal and landscape supply operation. I believe the area where final cover is to be placed is outlined in red on the enclosed photograph.

Since our discussion in November 1996, I had conversations with Mike Daily of the Regulatory Functions branch of the U.S. Army Corps of Engineers, Tom Martin, United States Environmental Protection Agency and Paul Takacs with Illinois Environmental Protection Agency. Based on these discussions it is my understanding we must obtain a U.S. Army Corps of Engineer permit for filling in a wetland area and U.S.E.P.A. may have future plans for doing testing at this site.

At this time our company seeks guidance from your agency and U.S.E.P.A. in order to proceed with this project. We would like to apply for a U.S. Army Corps of Engineer permit under the Nationwide permit process. The application would request

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STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

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BEFORE THE ILLINOIS POLLUTION CONTROL BOARD JUL 3 - 1983

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,)

Complainant,)

V.)

PAUL SAUGET, individually, SAUGET AND
COMPANY, a Delaware corporation, EAGLE
MARINE INDUSTRIES, INC., a Missouri
corporation, and RIVER PORT FLEETING
INC., a Missouri corporation,)

Respondents.)

POLLUTION CONTROL BOARD

PCB 77-84

STIPULATION, STATEMENT OF FACTS AND
PROPOSAL FOR SETTLEMENT

For purposes of settlement only, Respondents, PAUL SAUGET and SAUGET AND COMPANY, a Delaware corporation, by their attorney HAROLD G. BAKER, JR., and the Complainant, ENVIRONMENTAL PROTECTION AGENCY (hereinafter the "Agency"), by its attorney, WILLIAM J. SCOTT, Attorney General of the State of Illinois, do hereby stipulate and agree that the statement of facts contained herein represents a fair summary of the evidence and testimony which would be introduced by the parties if a hearing were held. The parties further stipulate that the Statement of Facts is made and agreed upon for the purpose of settlement only and that neither the fact that a party has entered into this Stipulation, nor any of the facts stipulated herein, shall be introduced into evidence in this or any other proceeding unless the Illinois Pollution Control Board (hereinafter the "Board") approves and disposes of this matter on each and every one of the terms and conditions of settlement set forth herein. This document is admissible only

The part of the refuse disposal site south of the Railroad is bounded on the north by the Railroad; on the east by the levee; on the south by Red House Road; and on the west by a road (shown on Respondents' Exhibit No. 2) which is generally parallel to, and 1200 feet easterly of, the Mississippi River; all excluding an area at the southeastern most corner of such part, which area has an approximate width (measured perpendicularly to the levee) of 500 feet and an approximate length (measured parallel to the levee) of 1200 feet.

4. EAGLE MARINE INDUSTRIES, INC., one of the Respondents, is a corporation organized under the laws of the State of Missouri and presently owns a portion of said refuse disposal site formerly operated by Respondent SAUGET AND COMPANY. RIVER PORT FLEETING, INC., one of the Respondents, is a corporation organized under the laws of the State of Missouri and presently owns a portion of said refuse disposal site formerly operated by Respondent SAUGET AND COMPANY. On February 24, 1978, a motion to dismiss without prejudice was filed by the Agency with the Board regarding the Respondents EAGLE MARINE INDUSTRIES, INC. and RIVER PORT FLEETING, INC., based upon a Stipulation entered into by the Agency with said Respondents.

5. Respondent PAUL SAUGET and Respondent SAUGET AND COMPANY (hereinafter "said Respondents") have failed to place a final suitable cover of at least two (2) feet of suitable material over the entire surface of all completed portions of the refuse disposal site described in paragraph 3, although cover which said Respondents believed to be acceptable or suitable, or both, has been placed

10. The parties also agree that the 1971 operating shall be deemed to have been a straight line parallel to, and 1200 feet southerly of, said 1966 operating face (as shown in said Respondents' Exhibit No. 2).

PROPOSED TERMS OF SETTLEMENT

A. As a result of the settlement discussions had and the control programs agreed to hereinafter, and partially heretofore implemented by said Respondents, the parties believe the public interest will be best served by the resolution of this enforcement action under the terms and conditions provided herein. In accord with the procedure for settlement prescribed in Board's Procedura Rule 331, the parties offer this Stipulation, Statement of Facts and Proposed Terms of Settlement in lieu of a full evidentiary hearing.

B. This stipulation is expressly conditioned upon, and effective only with, approval hereof in all respects by the Board. All statements and agreements contained herein shall be null and void and of no effect and shall not be used in any further proceeding in the event that the Board fails to approve these Terms of Settlement in all respects.

C. Respondents, PAUL SAUGET and SAUGET AND COMPANY, admit the allegations contained in paragraph 15 of Count V of the Amende Complaint, in that each of them, since October 26, 1973, has faile to place a compacted layer of at least two (2) feet of suitable material over the entire portion of the refuse disposal site

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with it in taking samples of the proposed new type of final cov


F. Except as hereinbefore specified, the final cover to be used by the Respondents must be "suitable." Neither the Board nor the Agency has heretofore officially adopted any definition of "suitable" cover. The Agency proposes to the Board that it adopt the definition attached hereto, marked Exhibit A and, by this reference, ⁵incorporated herein and made a part hereof. Respondents have not seen such definition until the date of the hearing at which this Stipulation is filed and, for that reason and others, do not approve, disapprove or agree to such definition. Respondents' final suitable cover hereafter used shall conform to such definition, if it be approved and adopted by the Board, subject to said Respondents' rights to seek a variance or variances from such definition.

G. Said Respondents' obligation to meet any time requirements set out herein shall be extended as the result of an act of God or by a circumstance beyond said Respondents' control or by the owners' use of the site in violation of the provisions of their Stipulation or by any other circumstance agreed to by the parties. Prompt written notice of the claimed applicability of this provision must be given to Agency by said Respondents, or either of them, or a claim for extension based upon a given set of facts is waived. Should the parties fail to agree on what circumstances shall excuse a delay in the performance or on the period of extension due, Respondents may submit the matter to the Board of resolution after a hearing which may be called or requested by either the Agency or the Respondents, or both, in accordance with Board Procedural




PAUL SAUGET
One of the Respondents

SAUGET AND COMPANY
One of the Respondents

By: 

PAUL SAUGET
Its President

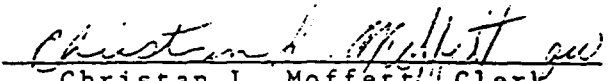


HAROLD G. BAKER, JR.
56 South 65th Street
Belleville, Illinois 62223
(618) 397-6444
ATTORNEY FOR SAID RESPONDENTS


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CERTIFICATION

I, Christan L. Moffett, Clerk of the Illinois Pollution Control Board, do hereby certify that the attached is a true and correct copy of the Stipulation, Statement of Facts, and Proposal for Settlement submitted to the IPCB on June 24, 1978 and adopted by the Board on August 24, 1978 in the matter of PCB 77-84 by the Illinois Environmental Protection Agency, Complainant and Paul Sauget, individual, Sauget and Company, Respondent.


Christan L. Moffett, Clerk
Illinois Pollution Control Board

SUBSCRIBED AND SWORN TO before
me this 9th day of January,
1981.



Notary Public

My Commission Expires

11/4/81

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